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MZ9 SPORTS FITNESS RETREAT – PORTUGAL 2022

This agreement is made on **Thursday 7th October 2021** between MZ9 Sports and (.....)

CLIENT DETAILS:

NAME.....	ADDRESS.....
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SCHEDULE:

VENUE:	Club Med da Balaia Praia Maria Luisa, 8200-854 Albufeira, Portugal
DATES:	9 TH September 2022 x 2 nights
ROOM TYPE:	Superior Lisboa rooms on a twin occupancy basis
INCLUDED ACTIVITIES WITHIN CLUB MED (NON-PRIVATE AND BOOKABLE IN RESORT):	Fitness School Mini football Volleyball Flying trapeze with circus activities Yoga by Heberson Golf school Archery School
PROGRAM (subject to change):	<p>Program day one</p> <ul style="list-style-type: none"> • Morning / lunch time arrivals • Welcome cocktail on the terrace & check in • Free time to explore • Late afternoon yoga • Dinner & free time <p>Program day two</p> <ul style="list-style-type: none"> • Morning yoga class • Breakfast • Mid-morning weights session at CrossFit • Lunch • Free time to explore the resort • Afternoon bodyweight session on the beach • Dinner & free time <p>Program day three</p> <ul style="list-style-type: none"> • Morning yoga class • Breakfast • Mid-morning weights session at CrossFit • Lunch • Check out and departure
WHAT'S INCLUDED:	What's included?

	<ul style="list-style-type: none"> • Two nights in a superior twin room • Airport transfers • Breakfast, lunches and dinners • Snacks, aperitifs and afternoon tea • Wine and beer served with meals • Drinks served from the bars as part of the all-inclusive package • Onsite sports and activities by Club Med • Evening shows and entertainment • Three yoga sessions • Two MZ9 sessions • Two CrossFit sessions • Two MZ9 personal trainers on hand throughout the weekend to offer guidance
WHAT'S NOT INCLUDED:	What's not included? <ul style="list-style-type: none"> • Flights to and from Faro airport • Travel insurance

PAYMENT AND CONDITIONS:

COSTS:	£600 per person based on sharing a twin room inclusive of all local taxes and everything mentioned in the above program.
PAYMENT TERMS:	Non-refundable deposit of £120 per person secures your place. The final balance is due 8 weeks prior to departure. There will be an option to spread the cost monthly, please ask us for more details.
CANCELLATION POLICY:	In order for the trip to take place we need a minimum of 10 attendees. The deposit is non-refundable If you cancel before 59-19 days prior, the cancellation charge will be 70% of the total trip cost Between 18 days and the day of arrival the cancellation charges are 100%.

PERSONAL DETAILS:

NAME AS PER YOUR PASSPORT:	*It is your responsibility to check your passport is valid and all details you have entered on this form is correct
PERSON YOU WISH TO SHARE A ROOM WITH:	*We will do our utmost to fulfill this request
SPECIAL REQUESTS:	*Please include any special dietary requirements
ANY OTHER INFORMATION WE SHOULD BE AWARE OF:	

I,(Client) agree to the terms and conditions stated above and accept the services outlined above.

SIGNATURE: _____

DATE: _____

For and on behalf of MZ9 SPORTS:

NAME: _____ **MICHELE ZANIRATO** _____

SIGNATURE: _____

DATE: _____ **20/10/2021** _____

MZ9 Sports Terms and Conditions:

1. Application of conditions

By instructing MZ9 Sports to provide services, the client shall be deemed to have accepted the terms and conditions of this Contract.

2. Services

2.1 By instructing MZ9 Sports to organise an event the client authorises MZ9 Sports to act as an agent on its behalf. The client accepts that any contracts entered by MZ9 Sports on behalf of the client for the services will be between the Client and the third party (Club Med). MZ9 Sports will provide the client with the terms and conditions of the third party and the client agrees to be bound by these terms and conditions.

2.2 Details of the services shall be agreed by MZ9 Sports and the client in writing prior to commencement of the service.

2.3 MZ9 Sports will provide the client with a cost summary (detailed above), which will include any special requirements which the client has communicated to MZ9 Sports.

2.4 The client will have the option to instruct MZ9 Sports to appoint an event organiser who will organise the service on the day.

Alternatively, the client will appoint a nominated representative who will be in charge of the service on the day.

2.5 If an event organiser is required, the client will appoint a designated representative who will liaise closely with the event organiser on the day of the service and who will have the authority to make any required amendments to the service on the day.

2.6 The client accepts that it will be fully liable for the actions of the nominated representative and the designated representative.

2.7 The Client will not unduly expose MZ9 Sports employees to any subject matter that may cause distress. MZ9 Sports reserves the right to refuse to undertake any work which may endanger its employees' physical or psychological wellbeing or reputation.

3. Onsite extra billing

3.1 Any extra personal incidentals bought in addition to the contract above must be settled by the client

4. Payment terms

4.1 The client will be required to make payments as detailed in the payment schedule above

4.2 If payment of the balance is not made 6 weeks prior, then the client's place on the retreat will be cancelled and the deposit payment lost.

5. Liability

5.1 MZ9 Sports shall not be liable for any loss, liability, damage, injury, costs, claims, demands or expenses suffered or incurred by the client, arising from the use by the client for the provision of services or arising from a referral of a third party by MZ9 Sports to the client for any reason whatsoever.

5.2 The client shall indemnify MZ9 Sports and keep MZ9 Sports indemnified both during the continuance of the contract and after its termination, during any event and throughout the provision of any services, against all losses, injury, damage, claims, demands or expenses howsoever arising that MZ9 Sports suffers or incurs as a result of the contract, an event or the provision of services.

5.3 The client shall indemnify MZ9 Sports against all liabilities incurred by MZ9 Sports as a result of a breach by the client of any law from time to time in force.

6. Force Majeure

Event Bookers Limited shall have no liability to the client under this contract if it is prevented from or delayed in providing its services by acts, events, omissions or accidents beyond its reasonable control, including strikes, lock-outs or other industrial disputes, failure of a utility service or transport network, act of God, epidemic or pandemic, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or sub-contractors.

7. Severance

7.1 If any provision of this contract is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions will remain in force.

7.2 If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, that provision will apply with whatever modification is necessary to make it valid, enforceable and legal.

8. Governing law and jurisdiction

8.1 The contract and any dispute or claim arising out of or in connection with it or its subject matter, shall be governed by, and construed in accordance with, the law of England and Wales.

8.2 The parties irrevocably agree that the Courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of it or in connection with the contract or its subject matter

Terminology

'Client' means the person(s) or organisation on whose behalf the event is being organised/managed.

'Venue or Service Provider' means the person(s) or organisations responsible for as owner, manager, agent or otherwise of and providing the facilities and services being booked.

'Contract' means these terms and conditions and the letter/electronic communication or other document(s) from MZ9 Sports to the Client containing details of the services and/or event on the day and/or any other documents attached to these terms and conditions.

'Cost summary' means a detailed breakdown of costs provided by MZ9 Sports to the Client prior to the event such as this agreement.

'Designated representative' means the person appointed by the client to liaise with the event organiser.

'MZ9 Sports, the company providing the services.

'Service' means the program organised/managed by MZ9 Sports as agreed by the client.

'Event organiser' means the person appointed by MZ9 Sports to manage the event.

'Nominated representative' means the person(s) appointed by the client to be in charge of the event.

'Services' means the services provided by MZ9 Sports in organising and/ or managing the event, including any accountancy service required.